

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 651 OF 2025
WITH
INTERIM APPLICATION (L) NO. 33354 OF 2025
AND
INTERIM APPLICATION (L) NO. 14364 OF 2025
IN
WRIT PETITION NO. 651 OF 2025

Goregaon Siddharth Nagar Sahakari
Griha Nirman Sanstha Limited

...Petitioner

Versus

Maharashtra Housing And Area
Development Authority & Anr.

...Respondents

Mr. Pradeep Sancheti Senior Advocate i/b. Mr. Piyush Deshpande, for Petitioner.
Ms. Manish Jagtap, for MHADA.

Ms. Anupama Pawar, AGP for Respondent No.2/State.

Mr. Mahesh Londhe, Adv. a/w. Mr. Netaji Gawde, Adv. i/b. Sanjay Udeshi & Co.
for Projects Ltd.

CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.

DATE: 02 APRIL 2026

P.C.

1. On the backdrop of the earlier orders, we have heard Mr. Pradeep Sancheti, learned Senior Advocate for the Petitioner. Considering the orders passed by this Court on the earlier occasion, he has fairly stated that the members of the Petitioner are ready and willing to take possession of their respective tenements. In fact, we are informed that some of them have already taken possession.

2. The Petitioner-Society also has no objection to the stoppage of transit rent

by MHADA, as ordered by this Court. He has placed for the consideration of the Court a chart contending that there are certain loose ends/issues which are required to be resolved. The first issue pertains to the defect liability period and the commencement date in respect thereof.

3. On behalf of the contractor, Mr. Mahesh Londhe, learned counsel, as also Ms. Jagtap, learned counsel for MHADA, submit that the defect liability period is required to be considered in terms of the agreement entered into between the contractor and MHADA, and the same cannot be altered by any judicial order. We accept the said position. Accordingly, the defect liability period shall be reckoned as agreed between MHADA and the contractor (Mr. Londhe's clients).

4. There are, in our opinion, several issues which are required to be decided by the Chief Officer, after hearing the Petitioners as well as the representatives of MHADA.

i) The first issue pertains to the term of the lease. The Petitioners contend that the lease period should be extended up to 90 years, whereas MHADA submits that, as per its policy, the lease period should be 30 years. Be that as it may, the basis of the Petitioners' assertion would be required to be considered by the Chief Officer, who shall take an appropriate decision in accordance with law.

ii) The next issue relates to lease rent. The Petitioners contend that no premium or additional consideration ought to be charged, particularly in light of the Government Resolutions dated 8th February 1988 and 9th July 2021. It is submitted that under the final draft development agreement, the lease rent for the

first 30 years is to be communicated separately and would be payable by the Society, subject to revision by the authority as per prevailing policy, to which the Petitioners object. In our opinion, considering the facts and circumstances of the case, lease rent cannot be waived. The land belongs to MHADA and is public land made available to the Society. Therefore, lease rent as per MHADA policy, and as applicable to similarly situated societies, shall be payable by the Petitioners without dispute.

iii) The next issue concerns the area of land to be leased. The Petitioners assert that the lease should cover 13.18 acres. However, MHADA contends that only 4.3 acres should be leased, as the larger area of 13.18 acres involves different stakeholders (Respondents 8 and 10), whereas the Petitioners (Respondent 9) are concerned only with 4.3 acres. In our opinion, this issue also requires determination by the Chief Officer after hearing the parties and considering the relevant material and documents.

iv) Another issue raised by the Petitioners is a challenge to the authority of the Chief Officer to determine the terms and conditions of the lease. In our view, the Chief Officer is required to exercise such powers in accordance with law. The terms and conditions to be fixed shall be consistent with the standard conditions applicable to similar leases executed by MHADA. The Chief Officer shall take an appropriate decision on the Petitioners' objections.

v) The final issue pertains to compensation for shortfall in amenities. It is noted that there exists a corpus comprising a cash component as well as certain tenements. In our opinion, this issue shall also be resolved by the Chief Officer.

Insofar as the issue regarding MHADA agreeing to reimburse an amount of Rs.20lakhs to the Petitioners is concerned, Mr. Jagtap, learned counsel for MHADA, on instructions, submits that MHADA is ready and willing to pay the said amount. Hence, there is no dispute on this aspect.

5. Insofar as Item No. 9 of the chart is concerned, it pertains to defect liability. The Petitioners have taken a consensual position on this issue, as noted above.

6. We accordingly direct the Chief Officer to convene a meeting with the Petitioners and, after hearing the Petitioners, take a point-wise decision on all the issues in accordance with law. The decision so taken shall be placed on record before this Court on the next date of hearing.

7. We also direct that the development agreement between MHADA and the Society be executed in terms of the consensual arrangement arrived at between the parties on the earlier occasion, and, if necessary, after taking into consideration the further decisions of the Chief Officer on the issues referred to hereinabove.

8. However, merely because these issues are under consideration shall not result in a situation where the members of the Society do not take possession. Those members who are ready and willing shall take possession of their respective premises and/or enter into Permanent Alternate Accommodation (PAA) Agreements with MHADA. It is noted that special arrangements have been made at the premises for execution of such agreements, and the same shall be carried out simultaneously.

9. We may also observe that the Society and its office bearers shall act

reasonably in the matter of taking possession, having regard to the facts and circumstances of the case, and shall make all efforts to resolve the issues. We are quite sure, based on the assurance of Mr. Sancheti, learned Senior Counsel, that the issues will be resolved, the same would be put to a quitous, which would be in the interest of all members of the Society.

10. The report of the Court Observer dated 31st March 2026, recording the proceedings of the meetings observed by him, is taken on record. The Court Observer shall also attend the next meeting and submit a further report.

11. We are informed by Ms. Jagtap, learned counsel for MHADA, that pursuant to the earlier order, the fees/charges payable to the Court Observer have already been deposited in this Court by MHADA. Subject to further appropriate orders, we permit the Prothonotary and Senior Master of this Court to disburse the said amount to the learned Court Observer.

12. In regard to the next public meeting proposed to be held, a necessary official intimation shall be issued to the Court Observer to enable his attendance at the said meeting. We accordingly adjourn the present proceedings to **17th April 2026** at 11:00 a.m.

13. At this stage, Mr. Londhe, learned counsel, submits that the final report of VJTI has been submitted to MHADA and that a copy thereof has already been handed over to the representatives of the Society.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)